

REMARKS/ARGUMENTS

This is intended to be a full and complete response to the Office Action mailed July 18, 2007, having a shortened statutory period for response extended one-month to expire on November 18, 2007. Claims 1-3, 8, and 10-29 are pending in this Application and are shown above. Claims 1-3, 8, 10-18, 22-26, and 29 are rejected by the Examiner. Claims 20-21 and 27-28 are allowed by the Examiner. Claim 19 is objected to as allowable if rewritten in independent form including all limitations of the base claim and any intervening claims. The subject-matter of dependent Claims 18-19 have been incorporated into independent Claim 17. Applicant cancels claims 18-19 without prejudice. Reconsideration of the rejected Claims is requested for reasons presented below.

Claims 1-3, 8, 10-18, 22-26, and 29 are rejected under 35 U.S.C. §102(b) as being anticipated by *Guyette* (U.S. Patent 5,425,986). The Examiner asserts that *Guyette* discloses the subject-matter as recited in Claims 1-3, 8, 10-18, 22-26, and 29. Applicant respectfully traverses this rejection.

Guyette discloses a high pressure process for preparing a laminate structure 10 including a fiber cement substrate 11, one or more kraft sheets of paper 30, 41, and 42 disposed on the fiber cement substrate, a decorative sheet 50 disposed on the one or more Kraft sheets of paper 30, 41, and 42, and an optional overlay sheet 60 protecting the decorative sheet. *Guyette* also discloses that an adhesive layer 20 may be disposed on the top surface 12 of fiber cement substrate 11 to contact a kraft paper sheet 30 and a bottom adhesive layer 21 that may be disposed on the bottom surface 13 of the fiber cement substrate to contact a kraft paper sheet 31.

With regard to Claims 1 and 17, *Guyette* does not teach, suggest, or motivate “a stress-relieving polymeric film between a cementitious substrate and at least one resin impregnated paper, the polymeric film acting as a stress relaxer between said cementitious substrate and the at least one resin impregnated paper, and an adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 1 or “a stress-relieving polymeric film between a cementitious substrate and at least one resin impregnated paper, the polymeric film acting as a stress relaxer between said cementitious substrate and the at least one resin impregnated paper, and at least one adhesive layer disposed between said cementitious substrate and said at least one

resin impregnated paper, wherein the at least one adhesive layer is deposited between the cementitious substrate and the polymeric film, deposited between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 17.

Thus, *Guyette* does not teach, show, or suggest “a cementitious substrate having a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides, a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper, and an adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 1, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

Guyette does not teach, show, or suggest “a cementitious substrate having a thickness, a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides, each resin impregnated paper having a thickness, a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper, and at least one adhesive layer disposed between said cementitious substrate and said at least one resin impregnated paper, wherein the at least one adhesive layer is deposited between the cementitious substrate and the polymeric film, deposited between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 17, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

With regards to Claims 22, 23, 25, and 29, and claims dependent thereon, *Guyette* discloses a list of adhesives, and provides no suggestion or motivation for a “polymeric film having an elongation between about 20% and 1200%”, “having a modulus of elasticity at 100% elongation of between about 10 and 10,000 psi”, and/or “having a glass transition temperature between about -90 and 50°C”, respectively, in combination with “an adhesive disposed on at least one surface of a polymeric film, wherein the adhesive is disposed between the polymeric

film and a cementitious substrate, between the polymeric film and at least one resin impregnated paper, or combinations thereof”.

Thus, *Guyette* does not teach, show, or suggest “a cementitious substrate having a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides and a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper, wherein the polymeric film has an elongation between about 20% and 1200%, wherein the polymeric film has a modulus of elasticity at 100% elongation of between about 10 and 10,000 psi, and wherein the polymeric film has a glass transition temperature between about -90 and 50°C; and an adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 22, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

Guyette does not teach, show, or suggest a cementitious substrate having a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides, a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper; wherein the polymeric film has an elongation between about 20% and 1200%, and an adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 23, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

Guyette does not teach, show, or suggest “a cementitious substrate having a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides, a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper, wherein the polymeric film has a modulus of elasticity at 100% elongation of between about 10 and 10,000 psi, and an

adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 25, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

Guyette does not teach, show, or suggest a cementitious substrate having a first side and a second side, at least one resin impregnated paper over at least one of said first and second sides, a stress-relieving polymeric film disposed between said cementitious substrate and said at least one resin impregnated paper, said polymeric film acting as a stress relaxer between said cementitious substrate and said at least one resin impregnated paper, and said polymeric film having a glass transition temperature between about -90°C and 50°C, and an adhesive disposed on at least one surface of the polymeric film, wherein the adhesive is disposed between the polymeric film and the cementitious substrate, between the polymeric film and the at least one resin impregnated paper, or combinations thereof”, as recited in Claim 29, and claims dependent thereon. Withdrawal of the rejection is respectfully requested.

CONCLUSION

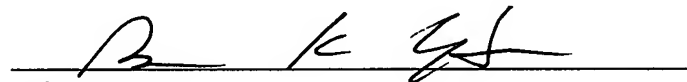
Applicants respectfully submit that the Application is in condition for allowance, and pursuant to the filing of this Amendment, Applicants earnestly seek such allowance of Claims 1-3, 8, 10-17, 22-26, and 29 in addition to allowed claims 20, 21, 27, and 28.

To the extent that any further fees are required during the pendency of this Application, including petition fees, the Commissioner is hereby authorized to charge payment of any additional fees, including, without limitation, any fees under 37 C.F.R. § 1.16 or 37 C.F.R. § 1.17, to Deposit Account No. 07-0153 of Gardere Wynne Sewell LLP and reference Attorney Docket No. 129843-1016. In the event that any additional time is needed for this filing, or any additional time in excess of that requested in a petition for an extension of time, please consider this a petition for an extension of time for any needed extension of time pursuant to 37 C.F.R. § 1.136 or any other section or provision of Title 37. Applicants respectfully request that the Commissioner grant any such petition and authorize the Commissioner to charge the Deposit Account referenced above. Please credit any overpayments to this same Deposit Account.

Should the Examiner have questions, comments, or suggestions in furtherance of the prosecution of this Application, please contact Applicants' representative at 713.276.5728. Applicants, through their representative, stand ready to conduct a telephone interview with the Examiner to review this Application if the Examiner believes that such an interview would assist in the advancement of this Application.

Please direct all correspondence to the practitioner listed below at Customer No. 60148.

Respectfully submitted,



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